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11 Attorneys for Plaintiff  
12 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**  
13 **LLC AS RECEIVER**

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

17 ROBB EVANS OF ROBB EVANS &  
18 ASSOCIATES LLC as Receiver for I Works,  
Inc. and other entities as defined in the  
19 Preliminary Injunction Order entered February  
10, 2011, and over the assets of Jeremy  
20 Johnson,

21 Plaintiff,

22 v.

23 ARVIN LEE BLACK, II, et al.,

24 Defendants.  
25  
26  
27  
28

Case No. 2:12-CV-01860- MMD-GWF

**ORDER DISMISSING 40  
SETTLING DEFENDANTS AND FOR  
RETENTION OF COURT'S  
JURISDICTION PURSUANT TO  
STIPULATION FOR SETTLEMENT  
WITH CERTAIN DEFENDANTS;  
ORDER THEREON**

1 By submission of the attorneys of record for Robb Evans of Robb Evans & Associates  
 2 LLC as Receiver ("Plaintiff"), Plaintiff's Response to Court's Minute Order of June 23, 2015  
 3 ("Response") came before the above-referenced Court. The Court having reviewed and  
 4 considered the Response and the Stipulation for Settlement with Certain Defendants; Order  
 5 Thereon (Doc. No. 202) ("Settlement Stipulation"), and good cause appearing for dismissal of the  
 6 action against all defendants who are parties to the Settlement Stipulation subject to the Court's  
 7 retention of jurisdiction to construe and enforce the Settlement Stipulation pursuant to the Court's  
 8 Order approving the Settlement Stipulation (Doc. No. 203) and paragraph 18 of the Settlement  
 9 Stipulation and as set forth herein,

10 IT IS ORDERED that:

11 1. Plaintiff and defendants Brennan Swain, Joseph Kuebler, Tony Zockoll, Bradley  
 12 Baker, Kim C. Ence, Kade K. Ence, KCE Family Trust, Financial Consulting, LLC, Richard  
 13 Kimball, Jesse Kimball, Randall Aaron Mayer, John D. Alevras, Rusty Lee, Peggy Horrocks, The  
 14 Law office of Travis R. Marker, P.C., as Trustee, Mulligan Price, Inc., Stephen K. Murdock,  
 15 Maple Mountain Construction, Inc., Pineside Investments, LLC, Casey T. Anderson, Cedar City  
 16 Investments, LLC, Dale F. Dellamas, Dale Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin  
 17 Lee Black, Sr., William Scott Mitchell, Wendy J. Mitchell, R. Lane Jacobsen, Richard S. Rubin,  
 18 The Ginsburg Trust, Michael Smith, Sandra S. Smith, J&P Wallace Family Limited Partnership,  
 19 LLP, Christopher Martin, John Gee, Debra Gee, Robert Klosek, Wayne Cornick, D. Miller  
 20 Electric, Inc. and D & S Investments, LLC ("Stipulating Defendants") who are collectively the  
 21 parties to the Settlement Stipulation (Doc. No. 202) shall comply with the terms of the Settlement  
 22 Stipulation, a copy of which is attached and hereby made the Order of this Court;

23 2. By consent of Plaintiff and the Stipulating Defendants reflected in paragraph 18 of  
 24 the Settlement Stipulation, the Court shall retain jurisdiction for the purpose of interpreting and  
 25 enforcing the provisions of the Settlement Stipulation, granting relief in the event of any violation  
 26 of the Settlement Stipulation and interpreting and enforcing the Court's order entered approving  
 27 the Settlement Stipulation (Doc. No. 203); and  
 28

1           3.       Except as provided in paragraphs 1 and 2 of this Order, the action shall be  
2 dismissed with prejudice as to the Stipulating Defendants.

3  
4  
5 Dated: June 29, 2015



MIRANDA M. DU  
UNITED STATES DISTRICT JUDGE

RANDOLPH L. HOWARD (Nev. SBN 006688)  
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Attorneys for Plaintiff  
**ROBB EVANS OF ROBB EVANS & ASSOCIATES  
LLC AS RECEIVER**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

ROBB EVANS OF ROBB EVANS &  
ASSOCIATES LLC as Receiver for I Works,  
Inc. and other entities as defined in the  
Preliminary Injunction Order entered February  
10, 2011, and over the assets of Jeremy  
Johnson,

Plaintiff,

v.

ARVIN LEE BLACK, II, et al.,

Defendants.

Case No. 2:12-CV-01860-MMD-GWF

**STIPULATION FOR SETTLEMENT  
WITH CERTAIN DEFENDANTS;  
ORDER THEREON**

1 This Stipulation for Settlement with Certain Defendants; Order Thereon ("Stipulation") is  
 2 entered into by and among Robb Evans of Robb Evans & Associates LLC ("Plaintiff"), in his  
 3 capacity as receiver appointed in the case pending in the United States District Court, District of  
 4 Nevada, entitled Federal Trade Commission v. Jeremy Johnson et al, Case No. 2:10-cv-02203-  
 5 MMD-GWF, and *in pro per* defendants Brennan Swain, Joseph Kuebler, Tony Zockoll, and  
 6 Bradley Baker and defendants Kim C. Ence, Kade K. Ence, KCE Family Trust Dated September  
 7 30, 2010, Financial Consulting, LLC, Richard Kimball, Jesse Kimball, Randall Aaron Mayer,  
 8 John D. Alevras, Rusty Lee, Peggy Horrocks, The Law office of Travis R. Marker, P.C., as  
 9 Trustee, Mulligan Price, Inc., Stephen K. Murdock, Maple Mountain Construction, Inc., Pineside  
 10 Investments, LLC, Casey T. Anderson, Cedar City Investments, LLC, Dale F. Dellamas, Dale  
 11 Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin Lee Black, Sr., William Scott Mitchell,  
 12 Wendy J. Mitchell, R. Lane Jacobsen, Richard S. Rubin, The Ginsburg Trust, Michael Smith,  
 13 Sandra S. Smith, J&P Wallace Family Limited Partnership, LLP, Christopher Martin, John Gee,  
 14 Debra Gee, Robert Klosek, Wayne Cornick, D. Miller Electric, Inc. and D & S Investments, LLC  
 15 (individually referred as "Stipulating Defendant" and collectively, the "Stipulating Defendants"),  
 16 by and through their counsel, and with reference to the following:

### 17 RECITALS

18 A. The Plaintiff was appointed Temporary Receiver pursuant to a Temporary  
 19 Restraining Order issued on January 13, 2011 in the civil enforcement action entitled Federal  
 20 Trade Commission v. Jeremy Johnson, etc., et al., Case No. 2:10-cv-02203-MMD-GWF  
 21 ("Receivership Action") pending in the United States District Court for the District of Nevada.  
 22 Plaintiff became Permanent Receiver pursuant to a Preliminary Injunction Order issued on  
 23 February 10, 2011. On March 25, 2013, the Court in the Receivership Action entered its Order  
 24 granting the Receiver's Motion for Order Clarifying Preliminary Injunction Order and for Further  
 25 Instructions Regarding Scope of Receivership Defendants under Preliminary Injunction Order  
 26 and Report of Receiver's Financial Reconstruction and Granting Relief from Local Rule 66-5  
 27 Pertaining to Notice to Creditors pursuant to which the Court confirmed the status of numerous  
 28

1 entities and properties as assets of the receivership estate and confirmed the status of various  
2 entities as Receivership Defendants.

3 B. On October 30, 2012, Plaintiff filed the Complaint in the above-captioned action.

4 C. Defendants Arvin Lee Black, II, ("Black") Atia Black, Sole Group, LLC ("Sole  
5 Group") and Jason Vowell have failed to respond to Plaintiff's Complaint. Plaintiff filed requests  
6 for the Clerk's entry of defaults as to Black, Atia Black, Sole Group and Jason Vowell. On  
7 August 1, 2013, the Clerk entered the defaults of Black, Atia Black and Sole Group. On October  
8 31, 2013, the Clerk entered the default of Jason Vowell.

9 D. On February 7, 2013, defendants Todd Vowell, Kombi Capital, LP, Paydirt  
10 Capital, Inc., Fishhook Partners, LLC, and REO Recovery, LLC (collectively, the "Todd Vowell  
11 Parties") filed a motion to dismiss, and on February 25, 2013, Plaintiff filed his Opposition to the  
12 motion to dismiss. On September 23, 2013, the Court denied the motion to dismiss as moot.

13 E. On October 11, 2013, Plaintiff requested entry of defaults against the Todd Vowell  
14 Parties for failure to respond to the Complaint. On October 15, 2013, defaults were entered  
15 against the Todd Vowell Parties.

16 F. On February 12, 2014, defendants Todd Vowell, Kombi Capital, LP, Paydirt  
17 Capital, Inc., Fishhook Partners, LLC were dismissed from this action.

18 G. Plaintiff and the Stipulating Defendants wish to resolve the action consensually  
19 without the expense and uncertainty of litigation.

20 NOW, THEREFORE, in consideration of the foregoing, the parties hereto do stipulate and  
21 agree as follows:

22 1. Default Judgment Against Black, Atia Black and/or Sole Group. Plaintiff shall  
23 move for entry of a default judgment against Black, Atia Black and/or Sole Group seeking  
24 monetary relief in the aggregate amount of not less than \$2.6 million. This agreement shall only  
25 be effective upon Plaintiff's obtaining monetary judgments against Black, Atia Black and/or Sole  
26 Group in the aggregate amount of at least \$1.8 million.

27 2. Defendants' Allowed Claims. Plaintiff has reviewed and approved the Stipulating  
28 Defendants' claims against Black, Atia Black and/or Sole Group arising from the loans made



1 and/or payments to Black, Atia Black and/or Sole Group. Upon Plaintiff's request, each of the  
 2 Stipulating Defendants agreed to provide to Plaintiff any documentation necessary to support his,  
 3 her or its claim amount against Black, Atia Black and/or Sole Group. Plaintiff's determination of  
 4 each Stipulating Defendant's claim amount shall be the "Defendant's Allowed Claim" for each  
 5 Stipulating Defendant, or group of Stipulating Defendants, if a claim is held jointly by more than  
 6 one Stipulating Defendant ("Stipulating Defendant Group"). Each Stipulating Defendant  
 7 represents and warrants that his/her/its Allowed Claim is an accurate representation of the  
 8 difference between the amounts the Stipulating Defendant or Stipulating Defendant Group paid to  
 9 Black and/or Sole Group and the amounts the Stipulating Defendant or Stipulating Defendant  
 10 Group received from Black and/or Sole Group. For purposes of the calculation of a Judgment  
 11 Percentage defined below in paragraph 5, any Defendant's Allowed Claim held by a Stipulating  
 12 Defendant Group constitutes only one claim, such that each Stipulating Defendant within the  
 13 Stipulating Defendant Group shares jointly in the Defendant's Allowed Claim for the Stipulating  
 14 Defendant Group. Attached hereto as Exhibit "A" is a chart setting forth each Defendant's  
 15 Allowed Claims and the total amount of the Defendants' Allowed Claims. For any Stipulating  
 16 Defendant whose Allowed Claim is listed as "\$0.00" on Exhibit A attached hereto, that  
 17 Stipulating Defendant has no Allowed Claim and will not share in the Collections or State Court  
 18 Collections.

19       3.     Plaintiff's Allowed Claim. "Plaintiff's Allowed Claim" shall equal the aggregate  
 20 amount of the separate default judgments entered against Black, Atia Black, and/or Sole Group  
 21 ("Black Judgment") in favor of Plaintiff. To the extent any liability is deemed to be joint and  
 22 several, and not separate, the amount of such joint and several liability shall not be added together  
 23 in calculating Plaintiff's Allowed Claim. Defendants' Allowed Claims and Plaintiff's Allowed  
 24 Claim are collectively referred to as "Allowed Claims."

25       4.     Assignment of Black Judgment. After entry of the Black Judgment, Plaintiff shall  
 26 assign and transfer the Black Judgment to each of the Stipulating Defendants, so that the  
 27 Stipulating Defendants and Plaintiff share an undivided, one hundred percent (100%) interest in  
 28 the Black Judgment. Plaintiff and the Stipulating Defendants agree that once Plaintiff assigns the

1 Black Judgment, all parties to this Stipulation shall have an equal right to enforce and collect the  
2 Black Judgment subject to the allocation provided at paragraph 7.

3 5. Judgment Percentage. The Balance Collected, as defined in paragraph 7b, shall be  
4 shared among the holders of Allowed Claims on a pro rata basis. As used herein, "pro rata"  
5 means the ratio of the amount that each party's Allowed Claim bears to the aggregate amount of  
6 all Allowed Claims. The "Judgment Percentage" for the holder of each Allowed Claim shall be  
7 calculated by using the Allowed Claim as the numerator and the aggregate of all Allowed Claims  
8 as the denominator. For example and by way of illustration only, an Allowed Claim of \$100 with  
9 the aggregate of all Allowed Claims totaling \$1,000 would have a Judgment Percentage of 10%  
10 (or .10). After determination of Plaintiff's Allowed Claim (i.e., entry of the Black Judgment),  
11 Plaintiff shall file with the Court in this case a schedule setting forth each Allowed Claim, the  
12 total amount of Allowed Claims and the Judgment Percentage for each Allowed Claim.

13 6. Creation of Judgment Liens. After entry of the Black Judgment, Plaintiff shall  
14 take steps to create judgment liens on real and personal property in Utah and Nevada, as may be  
15 appropriate in his sole and absolute opinion and judgment. After assignment of the Black  
16 Judgment, Stipulating Defendants may take steps to create judgment liens in other jurisdictions.

17 7. Allocation of Collections. Any monies recovered from Black, Atia Black and/or  
18 Sole Group by the Stipulating Defendants or Plaintiff through enforcement of the Black  
19 Judgment, whether through legal enforcement procedures, non-legal procedures, voluntary  
20 payment or otherwise ("Collections"), shall be disbursed pursuant to the disbursement procedures  
21 set forth in paragraph 12 below and paid to the holders of Allowed Claims as follows:

- 22 a. The party who successfully recovers Collections on the Black Judgment  
23 ("Collecting Party") shall retain twenty-five percent (25%) of the Gross  
24 Collection Amount ("Gross Collection Amount" shall mean the amount of  
25 money actually recovered undiminished by attorneys' fees and other costs  
26 of collection, such as costs of asset investigation, service or levy, but  
27 excluding money actually taken out by a levying officer prior to turning  
28 Collections over to the Collecting Party); and



b. The remaining seventy-five percent (75%) of the Gross Collection Amount ("Balance Collected") shall be disbursed to the holders of Allowed Claims by multiplying the Balance Collected by the Judgment Percentage for each holder of Allowed Claims ("Collection Share"). The Collecting Party shall be entitled to his Collection Share of the Balance Collected.

8. State Court Collections. Certain of the Stipulating Defendants have state court judgments against Black, Atia Black and/or Sole Group ("State Court Judgments"). The Stipulating Defendants and Plaintiff agree that any monies recovered against Black, Atia Black and/or Sole Group on account of the State Court Judgments, whether through legal enforcement procedures, non-legal procedures, voluntary payment or otherwise ("State Court Collections"), shall be disbursed to the Stipulating Defendants and Plaintiff in the same manner as the Collections as set forth in paragraph 7.

9. Criminal Proceedings Against Black. On December 20, 2013, criminal proceedings were brought against Black in the U.S. District Court, District of Utah, Case No. 2:13-CR-836-001-RJS, in connection with his operation a Ponzi scheme. Black was charged with wire fraud and money laundering. On January 10, 2014, Black pled guilty to the charges and admitted that through his business, Sole Group, he operated a Ponzi scheme from about 2007 through 2012. In addition, Black agreed to a criminal monetary judgment against him in the amount of \$13,793,626.55. As a result of Black's guilty plea, the United States government may implement asset forfeiture proceedings against him. In the event that any party to this Stipulation recovers monies on account of civil or criminal forfeiture proceedings in connection with Black's criminal case, Plaintiff and Stipulating Defendants agree that those monies shall be disbursed to the Stipulating Defendants and Plaintiff in the same manner as the Collections as set forth in paragraph 7.

10. Non-Stipulating Defendants. Any person or entity not a party to this Stipulation ("Non-Stipulating Defendants"), shall not share in any disbursement of Collections and/or State Court Collections. The rights of the Non-Stipulating Defendants remain unaffected by this

1 Stipulation. Plaintiff's rights against the Non-Stipulating Defendants remain unaffected by this  
2 Stipulation.

3 11. Assets Available for Collection. Under this Stipulation, the parties hereto agree  
4 that only the assets of Black, Atia Black and/or Sole Group are assets available for Collections  
5 and State Court Collections.

6 12. Disbursement Procedures for Stipulating Defendants. Within ten (10) days of any  
7 Collecting Party recovering Collections and/or State Court Collections, such Collecting Party  
8 shall notify Plaintiff of the Collections and/or State Court Collections and provide the details of  
9 such Collections and/or State Court Collections, including but not limited to: (a) the date the  
10 Collections and/or State Court Collections were received; (b) the total Collections and/or State  
11 Court Collections amount; (c) the Gross Collection Amounts; and (d) details concerning the  
12 Collections and/or State Court Collections, such as the financial institution and account details for  
13 an account levied upon. Plaintiff shall have ten (10) days from the date of such notification to  
14 determine whether the Collections and/or State Court Collections consist of assets belonging to  
15 the receivership estate and shall advise the Collecting Party or his counsel in writing of such  
16 determination ("Collections Determination"). Within ten (10) days of Plaintiff's Collections  
17 Determination, the Collecting Party shall either (a) disburse the Balance Collected, by check, wire  
18 transfer, cashier's check or other cash equivalent to the holders of Allowed Claims, according to  
19 each of their Collection Shares, if the Collections and/or State Court Collections are determined  
20 by Plaintiff not to constitute receivership assets; or (b) turn over the Collections and/or State  
21 Court Collections to Plaintiff, if they are determined by Plaintiff to constitute receivership estate  
22 assets. If the Collecting Party disputes the Plaintiff's Collections Determination, that Collecting  
23 Party may bring a noticed motion to the Court in this case to resolve the dispute within such ten  
24 (10) day period and may maintain custody of the Collections and/or State Court Collections  
25 pending resolution of the motion.

26 13. Plaintiff's Disbursement Procedures. Within ten (10) days of Plaintiff recovering  
27 Collections, Plaintiff shall disburse the Balance Collected by wire transfer, cashier's check or  
28 other cash equivalent to holders of Allowed Claims according to each of their Collection Shares.

14. Effect of Full Satisfaction of Black Judgment. In the event that the Black Judgment is satisfied in full, nothing in this Stipulation shall waive or prohibit the enforcement or collection of any additional claims the parties may have against Black and/or Sole Group.

15. Resolution of Case as to Stipulating Defendants. This Stipulation is intended to resolve this action in its entirety as it relates to the Stipulating Defendants. The parties to this Stipulation are not entitled to any other relief, including but not limited to any monetary relief, or judgment of any kind, or attorneys' fees and costs, except as expressly provided for herein.

16. Notices and Payments. Stipulating Defendants and Plaintiff shall advise one another in writing of any change of address or change of attorney information. For purposes of any notice required to be made pursuant to this Stipulation and any payment to be made on account of Collections and/or State Court Collections under this Stipulation, such notice or payment shall be made to the attorney of record for the Stipulating Defendant and Plaintiff, or directly to any *pro per* Stipulating Defendant. All payments and notices shall be made as follows:

ATTORNEY TO NOTICE OR DIRECT PAYMENT:	PARTIES REPRESENTED:
McKenna Long & Aldridge LLP c/o Gary Owen Caris, Esq. 300 South Grand Avenue 14 <sup>th</sup> Floor Los Angeles, CA 90071 (213) 688-1000	Robb Evans of Robb Evans & Associates LLC as Receiver
Barney McKenna & Olmstead c/o Eric Olmstead, Esq. 43 South 100 East St. George, UT 84770 (435) 628-1711	Kim C. Ence, Kade K. Ence, KCE Family Trust Dated September 30, 2010, Financial Consulting, LLC, Richard Kimball, Jesse Kimball, Randall Aaron Mayer, John D. Alevras

ATTORNEY TO NOTICE OR DIRECT PAYMENT:	PARTIES REPRESENTED:
Williamson Law Office, PLLC c/o Airene Williamson 1645 Village Center Circle Ste. 200 Las Vegas, NV 89134 (702) 851-1191  Seegmiller Law PLLC Trent T. Seegmiller, Esq. 107 S. 1470 E. Ste. 303A St. George, UT 84790	Rusty Lee, Peggy Horrocks
Brannelly Law, PLLC c/o John Brannelly, Esq. PO Box 1832 Draper, UT 84020 (801) 953-9070	The Law office of Travis R. Marker, P.C., as Trustee, Mulligan Price, Inc.
Fillmore Spencer, LLC c/o Kara H. North, Esq. 3301 North University Avenue Provo, UT 84604 (801) 426-8200	Stephen K. Murdock, Maple Mountain Construction, Inc., Pineside Investments, LLC, Casey T. Anderson, Cedar City Investments, LLC, Dale F. Dellamas, Dale Dellamas Construction, Inc., J.W. Ranch, Inc., Arvin Lee Black, Sr., William Scott Mitchell, Wendy J. Mitchell
Coogan & Martin, P.C. c/o Daniel J. Coogan, Esq. 825 North Grand Avenue, Suite 200 Nogales, AZ 85621 (520) 287-2110	R. Lane Jacobsen, Richard S. Rubin, The Ginsburg Trust, Michael Smith, Sandra S. Smith, J&P Wallace Family Limited Partnership, LLP, Christopher Martin, John Gee, Debra Gee, Robert Klosek
Gunderson Law Firm c/o Courtney Forster, Esq. 3895 Warren Way Reno, NV 89509 (775) 829-1222	Wayne Cornick

ATTORNEY TO NOTICE OR DIRECT PAYMENT:	PARTIES REPRESENTED:
Heideman, McKay & Heugly, P.L.L.C. c/o Justin Heideman, Esq. 2696 N. University Avenue, Ste. 180 Provo, UT 84604 (801) 812-1000	D. Miller Electric, Inc. and D & S Investments, LLC
<i>PRO PER</i> STIPULATING DEFENDANTS:	
Brennan Swain 1417 26th Street, Unit D Santa Monica, CA 90404	Tony Zockoll 2920 Ebony Circle St. George, UT 84790
Joseph Kuebler 29301 Via Norte Temecula, CA 92591	Bradley Baker 465 North 2300 West Circle St. George, UT 84770

17. Failure to Comply with Stipulation. The parties to this Stipulation may enforce compliance with, and seek relief from any violation of, this Stipulation by motion made to the Court in this Action, including without limitation an application for issuance of an order to show cause re: contempt for any willful violation of the order approving this Stipulation.

18. Retention of Jurisdiction. This Court shall retain jurisdiction over this Action to interpret and enforce the provisions of this Stipulation, to grant relief in the event of any violation of the Stipulation and to interpret and enforce any order entered approving this Stipulation.

19. Headings. The headings of paragraphs of this Stipulation are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

20. Pronouns. Any pronoun herein shall be construed to refer to the masculine, feminine or neutral gender, in singular or plural, as each case is most appropriate.

21. Use of Singular and Plural. The singular form of a word herein shall be interpreted as plural, and the plural form of a word shall be interpreted as singular, as appropriate.

1 WHEREFORE, the parties pray this Honorable Court endorse this Stipulation as outlined  
2 herein and set forth below.

3  
4 Dated: May 27, 2014

RANDOLPH L. HOWARD  
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP  
GARY OWEN CARIS  
LESLEY ANNE HAWES  
ANGELA E. FONES

8  
9 By: /s/ Gary Owen Caris  
Gary Owen Caris

10 Attorneys for Plaintiff  
11 **ROBB EVANS OF ROBB EVANS &  
ASSOCIATES LLC**

12  
13 Dated: March \_\_\_\_, 2014

COOGAN & MARTIN, P.C.  
DANIEL J. COOGAN

14  
15 By: \_\_\_\_\_  
Daniel J. Coogan

16  
17 Attorneys for **R. LANE JACOBSEN,**  
18 **RICHARD S. RUBIN, THE GINSBURG**  
19 **TRUST, P. MICHAEL SMITH, SANDRA S.**  
20 **SMITH, J&P WALLACE FAMILY**  
21 **LIMITED PARTNERSHIP, L.L.P.,**  
22 **CHRISTOPHER MARTIN, JOHN GEE,**  
23 **DEBRA GEE, and ROBERT KLOSEK**

24  
25  
26 [SIGNATURES CONTINUED NEXT PAGE]  
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1 WHEREFORE, the parties pray this Honorable Court endorse this Stipulation as outlined  
2 herein and set forth below.

3  
4 Dated: March \_\_\_\_, 2014

RANDOLPH L. HOWARD  
KOLESAR & LEATHAM, CHTD.

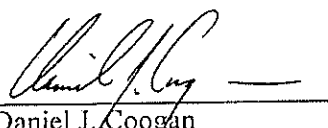
MCKENNA LONG & ALDRIDGE LLP  
GARY OWEN CARIS  
LESLEY ANNE HAWES  
ANGELA E. FONES

8  
9 By: \_\_\_\_\_  
Gary Owen Caris

10 Attorneys for Plaintiff  
11 ROBB EVANS OF ROBB EVANS &  
ASSOCIATES LLC

12  
13 Dated: ~~March~~ 22, 2014

COOGAN & MARTIN, P.C.  
DANIEL J. COOGAN

14 ~~APRIL~~  
15 By:  \_\_\_\_\_  
16 Daniel J. Coogan

17 Attorneys for R. LANE JACOBSEN,  
18 RICHARD S. RUBIN, THE GINSBURG  
TRUST, P. MICHAEL SMITH, SANDRA S.  
19 SMITH, J&P WALLACE FAMILY  
LIMITED PARTNERSHIP, L.L.P.,  
20 CHRISTOPHER MARTIN, JOHN GEE,  
DEBRA GEE, and ROBERT KLOSEK

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23  
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26 [SIGNATURES CONTINUED NEXT PAGE]  
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1  
2 Dated: <sup>April</sup> ~~March~~ 23, 2014

FILLMORE SPENCER, LLC  
KARA NORTH

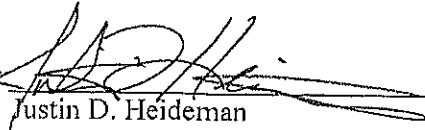
3  
4 By:   
5 Kara North

6 Attorneys for SCOTT MITCHELL, WENDY  
7 J. MITCHELL, STEPHEN K. MURDOCK,  
8 MAPLE MOUNTAIN CONSTRUCTION,  
9 INC., PINESIDE INVESTMENTS, LLC,  
10 CASEY T. ANDERSON, CEDAR CITY  
11 INVESTMENTS, LLC, DALE F.  
12 DELLAMAS, DALE DELLAMAS  
13 CONSTRUCTION, INC., ARVIN L.  
14 BLACK SR., and J.W. RANCH, INC.

15  
16 [SIGNATURES CONTINUED NEXT PAGE]  
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27  
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1 Dated: ~~March~~ <sup>MAY</sup> 14, 2014

HEIDEMAN, MCKAY & HEUGHLY, PLLC  
JUSTIN D. HEIDEMAN

4 By:   
Justin D. Heideman

Attorneys for D MILLER ELECTRIC, INC.,  
and D&S INVESTMENTS, LLC

8 Dated: March \_\_\_\_, 2014

BARNEY MCKENNA & OLMSTEAD, P.C.  
M. ERIC OLMSTEAD  
SCOTT L. HALVORSEN

11 By: \_\_\_\_\_  
M. Eric Olmstead

Attorneys for KIM C. ENCE, KCE FAMILY  
TRUST DATED SEPTEMBER 30, 2010,  
KADE K. ENCE, FINANCIAL  
CONSULTING LLC, RICHARD  
KIMBALL, JESSE KIMBALL, RANDALL  
AARON MAYER, AND JOHN ALEVRAS

[SIGNATURES CONTINUED NEXT PAGE]

1 Dated: March \_\_\_\_, 2014

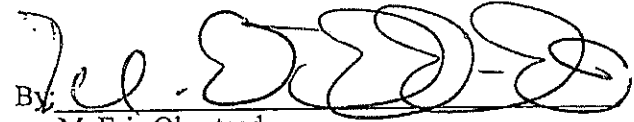
HEIDEMAN, MCKAY & HEUGHLY, PLLC  
JUSTIN D. HEIDEMAN

2  
3  
4 By: \_\_\_\_\_  
Justin D. Heideman

5 Attorneys for **D MILLER ELECTRIC, INC.,**  
6 **and D&S INVESTMENTS, LLC**

7  
8 Dated: <sup>April</sup> ~~March~~ 29, 2014

BARNEY MCKENNA & OLMSTEAD, P.C.  
M. ERIC OLMSTEAD  
SCOTT L. HALVORSEN

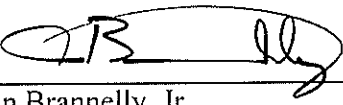
9  
10  
11 By:   
12 M. Eric Olmstead

13 Attorneys for **KIM C. ENCE, KCE FAMILY**  
14 **TRUST DATED SEPTEMBER 30, 2010,**  
15 **KADE K. ENCE, FINANCIAL**  
16 **CONSULTING LLC, RICHARD**  
17 **KIMBALL, JESSE KIMBALL, RANDALL**  
18 **AARON MAYER, AND JOHN ALEVRAS**

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[SIGNATURES CONTINUED NEXT PAGE]

1                    May 19, 2014  
2       Dated: March \_\_\_\_, 2014

BRANNELLY LAW, PLLC  
JOHN BRANNELLY, JR.

3  
4                    By:   
5                    John Brannelly, Jr.

6                    Attorneys for **THE LAW OFFICE OF**  
7                    **TRAVIS R. MARKER P.C., TRUSTEE and**  
8                    **MULLIGAN PRICE, INC.**

9                    Dated: March \_\_\_\_, 2014

GUNDERSON LAW FIRM  
COURTNEY FORSTER

10  
11                    By: \_\_\_\_\_  
12                    Courtney Forster

13                    Attorneys for **WAYNE CORNICK**

14                    Dated: March \_\_\_\_, 2014

WILLIAMSON LAW OFFICE, PLLC  
AIRENE WILLIAMSON

15  
16  
17                    By: \_\_\_\_\_  
18                    Airene Williamson

19                    Attorneys for **RUSTY LEE and PEGGY**  
20                    **HORROCKS**

21  
22                    Dated: March \_\_\_\_, 2014

23                    \_\_\_\_\_  
24                    Joseph Kuebler, in *pro per*

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26                    [SIGNATURES CONTINUED NEXT PAGE]  
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1 Dated: March \_\_\_\_, 2014

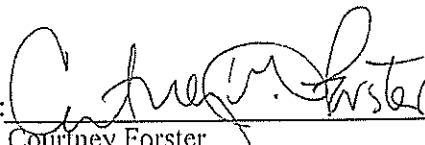
BRANNELLY LAW, PLLC  
JOHN BRANNELLY, JR.

4 By: \_\_\_\_\_  
John Brannelly, Jr.

Attorneys for THE LAW OFFICE OF  
TRAVIS R. MARKER P.C., TRUSTEE and  
MULLIGAN PRICE, INC.

8 Dated: ~~March~~ 26, 2014  
April

GUNDERSON LAW FIRM  
COURTNEY FORSTER

11 By:   
Courtney Forster

Attorneys for WAYNE CORNICK

14 Dated: March \_\_\_\_, 2014

WILLIAMSON LAW OFFICE, PLLC  
AIRENE WILLIAMSON

17 By: \_\_\_\_\_  
Airene Williamson

Attorneys for RUSTY LEE and PEGGY  
HORROCKS

22 Dated: March \_\_\_\_, 2014

Joseph Kuebler, in *pro per*

26 [SIGNATURES CONTINUED NEXT PAGE]



1 Dated: March \_\_\_\_, 2014

BRANNELLY LAW, PLLC  
JOHN BRANNELLY, JR.

4 By: \_\_\_\_\_

John Brannelly, Jr.

Attorneys for **THE LAW OFFICE OF  
TRAVIS R. MARKER P.C., TRUSTEE and  
MULLIGAN PRICE, INC.**

8 Dated: March \_\_\_\_, 2014

GUNDERSON LAW FIRM  
COURTNEY FORSTER

11 By: \_\_\_\_\_

Courtney Forster

Attorneys for **WAYNE CORNICK**

14 Dated: May 27, 2014

WILLIAMSON LAW OFFICE, PLLC  
AIRENE WILLIAMSON

17 By: /s/ Airene Williamson

Airene Williamson

Attorneys for **RUSTY LEE and PEGGY  
HORROCKS**

22 Dated: March \_\_\_\_, 2014

\_\_\_\_\_  
Joseph Kuebler, in *pro per*

26 [SIGNATURES CONTINUED NEXT PAGE]

1 Dated: March \_\_\_\_, 2014

BRANNELLY LAW, PLLC  
JOHN BRANNELLY, JR.

4 By: \_\_\_\_\_  
John Brannelly, Jr.

6 Attorneys for **THE LAW OFFICE OF**  
**TRAVIS R. MARKER P.C., TRUSTEE and**  
7 **MULLIGAN PRICE, INC.**

8 Dated: March \_\_\_\_, 2014

GUNDERSON LAW FIRM  
COURTNEY FORSTER

11 By: \_\_\_\_\_  
Courtney Forster

13 Attorneys for **WAYNE CORNICK**

14 Dated: March \_\_\_\_, 2014

WILLIAMSON LAW OFFICE, PLLC  
AIRENE WILLIAMSON

17 By: \_\_\_\_\_  
Airene Williamson

19 Attorneys for **RUSTY LEE and PEGGY**  
**HORROCKS**

21 *April 23*  
22 Dated: ~~March~~ \_\_\_\_, 2014

23 \_\_\_\_\_  
Joseph Kuebler, *in pro per*

26 [SIGNATURES CONTINUED NEXT PAGE]

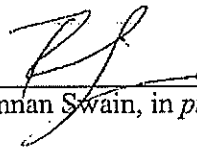
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Dated: ~~March~~ <sup>April</sup> 28, 2014

4

  
Brennan Swain, in *pro per*

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Dated: March \_\_\_\_, 2014

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\_\_\_\_\_  
Tony Zockoll, in *pro per*

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Dated: March \_\_\_\_, 2014

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\_\_\_\_\_  
Bradley Baker, in *pro per*

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ORDER

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IT IS SO ORDERED.

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DATED: \_\_\_\_\_

\_\_\_\_\_  
MIRANDA M. DU  
UNITED STATES DISTRICT JUDGE

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Dated: March \_\_\_\_, 2014

\_\_\_\_\_  
Brennan Swain, in *pro per*Dated: March 30, 2014\_\_\_\_\_  
Tony Zuckol, in *pro per*

Dated: March \_\_\_\_, 2014

\_\_\_\_\_  
Bradley Baker, in *pro per*ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MIRANDA M. DU  
UNITED STATES DISTRICT JUDGEMCKENNA LONG &  
ALDRIDGE LLP  
ATTORNEYS AT LAW  
LOS ANGELES

- 15 -

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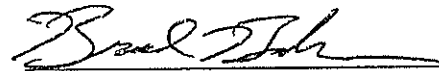
Dated: March \_\_\_\_, 2014

\_\_\_\_\_  
Brennan Swain, in *pro per*

Dated: March \_\_\_\_, 2014

\_\_\_\_\_  
Tony Zockoll, in *pro per*

Dated: March \_\_\_\_, 2014

  
\_\_\_\_\_  
Brad Baker, in *pro per*

ORDER

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MIRANDA M. DU  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A



Stipulating Parties	Amount of Allowed Claim	Judgment Percentage
Robb Evans of Robb Evans & Associates LLC, as Receiver	To be determined	
Wayne Cornick	186,666.00	
Rusty Lee	82,353.50	
Peggy Horrocks	115,000.00	
Joseph Kuebler	81,333.33	
Bradley Baker	276,273.00	
Brennan Swain	50,000.00	
D. Miller Electric, Inc.		
D&S Investments, LLC	73,517.00	
Robert Klosek	154,593.00	
R. Lane Jacobsen	290,022.00	
Richard S. Rubin	246,000.00	
The Ginburg Trust	950,000.00	
J&P Wallace Family Limited Partnership, LLP	100,000.00	
Michael Smith & Sandra Smith	809,333.00	
John Gee & Debra Gee	89,734.00	
Christopher Martin	500,000.00	
Pineside Investments, LLC (No Allowed Claim)		
Maple Mountain Construction, Inc. (No Allowed Claim)		
Stephen K. Murdock (No Allowed Claim)	0.00	0.00
Cedar City Investments, LLC (No Allowed Claim)		
Casey T. Anderson (No Allowed Claim)	0.00	0.00
Dale Dellamas Construction, Inc. (No Allowed Claim)		
Dale F. Dellamas (No Allowed Claim)	0.00	0.00

## Exhibit "A"

Stipulating Parties	Amount of Allowed Claim	Judgment Percentage
Arvin Lee Black, Sr. (No Allowed Claim)	0.00	0.00
J.W. Ranch Inc. (No Allowed Claim)	0.00	0.00
William Scott Mitchell Wendy J. Mitchell	831,000.00	
Tony Zockoll	70,500.00	
Richard Kimball & Jesse Kimball	2,125,783.00	
Kade K. Ence Kim C. Ence KCE Family Trust Dated September 30, 2010 Financial Consulting, LLC	845,032.00	
John D. Alevras	70,000.00	
Randall Aaron Mayer (No Allowed Claim)	0.00	0.00
The Law office of Travis R. Marker, P.C., as trustee	311,074.00	
Mulligan Price, Inc.	225,000.00	

**TOTAL:****\$8,483,213.83**

**CERTIFICATE OF SERVICE**

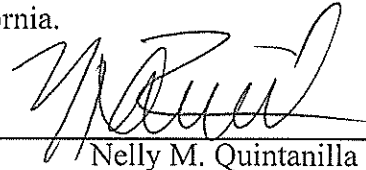
I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is One Market Plaza, Spear Tower, 24<sup>th</sup> Floor, San Francisco, California, 94105.

On May 27, 2014, I served the

**Stipulation for Settlement with Certain Defendants; Order Thereon**

upon the parties and/or counsel listed and by the methods indicated on the attached Service List.

I declare upon the penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed on May 27, 2014, at San Francisco, California.



---

Nelly M. Quintanilla

1 SERVICE LIST

2 The following CM/ECF participants were served by electronic means on May 27, 2014:

3

4 Gary Owen Caris gcaris@mckennalong.com, lhawes@mckennalong.com,  
5 comeara@mckennalong.com

6 Lesley Anne Hawes lhawes@mckennalong.com, gcaris@mckennalong.com,  
7 comeara@mckennalong.com

8 Angela E. Fones afones@mckennalong.com, nquintanilla@mckennalong.com

9 Randolph L. Howard rhoward@klnevada.com, ckishi@klnevada.com,  
10 usdistrict@klnevada.com

11 Airene Williamson awilliamson@wlawoffice.com

12 Courtney Forster cforster@gundersonlaw.com, bmadieros@gundersonlaw.com

13 Bret O. Whipple admin@justice-law-center.com

14 Daniel J Coogan djc@nogaleslaw.com

15 Douglas R Rands doug\_rands@sbcglobal.net, carol@rsgnvlaw.com

16 Eric Olmstead eolmstead@barney-mckenna.com

17 Jay Young jay@h2law.com

18 Kara H. North knorth@fslaw.com

19 Mark H. Gunderson cstockwell@gundersonlaw.com

20 Matthew R. Lewis mlewis@rqn.com

21 Scott L Halvorsen shalvorsen@barney-mckenna.com

22 Shlomo S. Sherman ssherman@klnevada.com, bbroussard@klnevada.com,  
23 ckishi@klnevada.com, usdistrict@klnevada.com

24 Robert C. Martin rcm@nogaleslaw.com

25 Trent T. Seegmiller trent@seeglaw.com

26

27

28

1 John Brannelly, Jr. jack@brannellylaw.com

2 Justin D. Heideman heideman@hmho-law.com  
3

4  
5 The following non-CM/ECF participants were served by first-class mail, postage prepaid  
6 on May 27, 2014:  
7

8 Robert C. Martin  
9 Coogan & Martin  
10 825 North Grand Avenue, Suite 200  
Nogales, AZ 85621

Justin D. Heideman  
Heideman, McKay & Heugly, PLLC  
2696 N University Ave, Suite 180  
Provo, UT 84604

11 Brennan Swain  
12 1417 26th Street, Unit D  
Santa Monica, CA 90404

Tony Zockoll  
2920 Ebony Circle  
St. George, UT 84790

13 Joseph J. Kuebler  
14 29301 Via Norte  
Temecula, CA 92591-1834

Bradley Baker  
456 North 2300 West Circle  
St. George, UT 84770